

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

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TRAVEL AND SUBSISTENCE PROVISION

FOR

**TREE TRIMMER
(HIGH VOLTAGE LINE CLEARANCE)**

IN

AMADOR, CALAVERAS, AND SAN JOAQUIN COUNTIES

61-1245-19

AGREEMENT
BETWEEN
ENVIRONMENTAL PROFESSIONAL ASSOCIATES LTD.
(d.b.a. PROVCO)
AND
LOCAL UNION 1245
OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL-CIO

R E C E I V E D
Department of Industrial Relations

JAN 30 2001

Div. of Labor Statistics & Research
Chief's Office

TERM: November 5, 1998 - December 31, 1998

paid for actual time worked, if any, but not less than two (2) hours at straight-time rates. Employees receiving subsistence as provided for in Section 5.2 shall continue to receive subsistence in addition to the amount provided for under this Section.

- (a) The determination for laying off on an inclement day shall not be at the discretion of the Foreman but that the employees shall work on such days unless specifically notified other wise by the General Foreman or other higher Company Supervisor.

- 4.2 - Subject to the approval of the General Foreman or Supervisor, those employees who, due to inclement weather or other excused absences were prevented from working forty (40) straight-time hours in a given workweek shall be permitted to work on a non-workday within the same workweek the number of hours necessary to total forty (40) straight-time hours for the week, but not to exceed eight (8) hours.

- (a) It is intended that when such cases occur, employees who did lay off from work because of inclement weather or other excused absences on a regular workday shall not be required to work on their next non-workday, but where agreement is reached between the General Foreman or Supervisor and the employee, the employee shall be allowed to do so.

ARTICLE V EXPENSES

- 5.1 If Company requires an employee to perform work for more than one hour beyond regular work hours on an eight-hour workday or prearranged eight-hour non-workday, and each succeeding five hours thereafter, the employee shall be granted a meal allowance of nine dollars (\$9.00) and time taken to consume such meals (30 minutes per meal) shall be considered as time worked and paid at the appropriate rate therefore. On an agreed-to four-day/ten-hour schedule, an employee will be granted a meal after one-half (1/2) hour of overtime. Company may prearrange employees with agreed-to 4/10 schedules for ten-hour shifts on non-workdays without making meal payments. Employees provide their own first meal on prearranged shifts. Company is required to provide all meals or payments in lieu of meals on emergency call-out shifts.

- (a) If Company requires an employee to perform work for more than one hour beyond regular work hours on an eight-hour workday or prearranged eight-hour non-workday, the employee shall be granted a meal allowance of nine dollars (\$9.00) and time taken to consume it. If the Company requires an employee working an agreed-to four-day/ten-hour schedule to perform work for more than one-half (1/2) hour beyond quitting time, the employee shall be granted a meal. Time taken to consume such meals (30 minutes per meal) shall be considered as time worked and paid at the appropriate rate. If the employee opts to not take the meal, the employee shall receive nine dollars (\$9.00) and one-half (1/2) hour at the appropriate overtime rate in lieu of the meal.

(b) Prearranged Work

When an employee is requested to perform prearranged work on non-workdays during regular hours he shall observe the lunch arrangement which prevails on his workday. If such work continues after regular work hours, Company shall provide him with the meal allowance in accordance with Section 5.1 hereof.

- (c) If Company requires an employee to perform emergency work on days starting two (2) hours or more before regular work hours and such employee continues to work into regular work hours, the employee shall be paid a meal allowance of nine dollars (\$9.00) for the first meal and a meal allowance of nine dollars (\$9.00) for every five (5) hours worked thereafter.

5.2 Employees who are assigned to work over sixty (60) miles from their assigned headquarters shall be allowed sixteen dollars (\$16.00) per day as subsistence for each day worked at the temporary headquarters. Time spent traveling to such temporary jobs at its beginning and from its conclusion shall be paid for by Company. Company agrees to aggressively pursue compensation from their client utility for employee lodging and meal expenses when the Company locates employees beyond a reasonably commutable distance from their regular headquarters.

- (a) Employees assigned temporary work shall be paid expense allowance for the following:

- (1) Each scheduled day he works in his basic workweek or is prevented from performing such schedule work by inclement weather conditions;
- (2) each day he reports for prearranged work on a non-workday; and
- (3) holidays which fall on a workday in his basic workweek.

- (b) Temporary work as used in this Article shall mean any assignment away from their regular established headquarters lasting ninety (90) days or less.

5.3 In other than emergency situations, the Company shall give at least forty-eight (48) hours notice to an employee who is to be sent out of town for temporary work as defined in Section 5.2, in order that the employee may have time to prepare for the trip.

5.4 It shall not be a condition of employment for an employee to maintain a telephone or use their personal automobiles or vehicles for Company's convenience.

5.5 Employees who use their personal automobiles for Company's convenience shall be reimbursed therefor at the rate of thirty-two cents per mile.

**Memorandum of Understanding on Wages for Line Clearance Tree Trimmers in the
PG&E San Joaquin Division**

Company and Union agree that Line Clearance Tree Trimmers working in the San Joaquin Division shall receive a 4.2% wage hike effective 8/1/2000. Company and Union agree the 3.3% wage hike awarded in February of 2000 shall be retroactive to 1/1/2000. The new wages beginning August 1st 2000 are reflected in the following schedule.

8/1/2000	
Foreman (top)	16.67
Foreman (6 months)	15.44
Foreman (start)	15.18
Climber (top)	14.98
Climber (18 months)	14.11
Climber (12 months)	13.40
Climber (6 months)	12.60
Climber (start)	11.01
Groundmen(6 months)	10.27
Groundmen (start)	9.59


Landis Marttila (Union)


Sam Heinrich (Company)

8/28/2000